



**Milwaukee County  
Department of Parks, Recreation and Culture**

**REQUEST FOR PROPOSALS**  
for the construction and operation of a  
**GOLF DOME**  
located at Currie Park, Wauwatosa, Wisconsin

**Proposal Due Date:**

**April 13, 2015  
5:00 p.m.**

## Section I GENERAL

### A. INVITATION

The Milwaukee County Department of Parks, Recreation and Culture ("DPRC" or the "County") operates a park system comprised of fifteen thousand (15,000) acres. Golf amenities include fifteen (15) golf courses and three (3) outdoor driving ranges (Brown Deer Park, Dretzka Park, and Oakwood Park). On average, over twenty-five thousand (25,000) rounds of golf are played annually at the Currie Park Golf Course, 3535 North Mayfair Road, Wauwatosa, WI 53222. It is a regulation, six thousand three hundred (6300) yard, 18-hole, par 71 course featuring a clubhouse restaurant managed by DPRC.

DPRC is pleased to offer an invitation for a qualified individual or company ("Proposer") to construct and operate an air structure golf dome located at Currie Park (the "Golf Dome") on an exclusive basis for a contract period of twenty (20) years.

DPRC's goals are to (1) provide the public with the best and most satisfactory service from the Golf Dome, and (2) ensure that the County receives adequate and appropriate compensation from private businesses allowed to operate on park property.

### B. DESCRIPTION OF THE GOLF DOME

Since 1996, a private developer has owned and operated the Currie Park Golf Dome, a fifty-five thousand five hundred sixty-five (55,565) square foot year-round indoor golf facility located at Currie Park Golf Course. The current Currie Park Golf Dome has reached the end of its life cycle.

DPRC is seeking a qualified partner to develop and operate the Golf Dome, commencing May 1, 2016, according to all the terms and conditions listed in this RFP. Proposals may be for a larger or smaller footprint than the current Golf Dome if desired, but a larger footprint may require Wisconsin Department of Natural Resources and City of Wauwatosa approval. The Proposer shall be responsible for obtaining all required permits for the Golf Dome, including state and local permits. All plans must be approved by Milwaukee County prior to the commencement of construction.

For the privilege of operating the Golf Dome, the Proposer will pay to the County: (1) a percentage (%), to be proposed by the Proposer, of the gross receipts, which is defined as the total of all fees and sales, less sales tax; (2) a flat fee on an annual basis; or (3) another form of remuneration, as suggested by the Proposer. In addition, if the Proposer sells food and beverage at the Golf Dome, the Proposer shall annually pay the County a minimum of fifteen percent (15%) of gross food and beverage sales or Five Thousand Dollars (\$5000) in remuneration for food and beverage sales, whichever is greater.

The Proposer may plan a seasonal or year-round operation. It will provide restroom facilities to the Golf Dome's customers. As noted above, the Proposer may also sell snack food and non-alcoholic beverages as well as alcoholic beverages during those months of the year the Currie Park Golf Course is not open. The Proposer shall permit the County to operate a kiosk in the Golf Dome in which it sells discount and gift cards. The Proposer will be responsible for its own Utility hookups and monthly payments. For purposes of this RFP, "Utility" is defined as internet, telephone, sewer, water, electric and gas.

**C. RECEIPT OF PROPOSALS**

Each Proposer shall submit one (1) original and five (5) copies of its proposal. Proposals will be accepted until **5:00 p.m., Central time, on April 13, 2015.** Proposals may be e-mailed to [Suzanne.Carter@milwaukeecountywi.gov](mailto:Suzanne.Carter@milwaukeecountywi.gov) or submitted in a sealed envelope or box clearly marked on the outside and mailed or delivered to the following address:

Proposal for Currie Park Golf Dome  
Milwaukee County Department of Parks, Recreation and Culture  
Attn: Suzanne Carter – RFP Administrator  
9480 W. Watertown Plank Road  
Wauwatosa, WI 53226

Proposals received after the above stated date and time shall not be considered and shall be returned unopened. Partial or incomplete proposals will be rejected. No oral, fax, or telephone proposals will be accepted.

**D. QUESTIONS CONCERNING THE RFP**

Please direct all comments and questions to the RFP Administrator. Questions and associated answers will be shared with all parties interested in the RFP. All contact regarding this RFP or any matter relating thereto **must be in writing**, and mailed or e-mailed as follows:

Milwaukee County Department of Parks, Recreation and Culture  
Attn: Suzanne Carter  
9480 W. Watertown Plank Road  
Wauwatosa, WI 53226  
Email: [Suzanne.Carter@milwaukeecountywi.gov](mailto:Suzanne.Carter@milwaukeecountywi.gov)

All written questions must be submitted by **March 25, 2015.**

**E. PRE-PROPOSAL SITE INSPECTION**

Pre-proposal site inspections are available upon request. Each Proposer is encouraged to schedule and attend a site inspection. Reservations for site inspections can be made by calling Joe Mrozinski at (414) 257-5180.

**Section II**  
**SUBMISSION REQUIREMENTS; EVALUATION; AWARD**

**A. PROPOSAL ITEMS**

All proposal submittals (Attachments A through H) shall be completed and returned with your proposal including all supporting documentation. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of plans and capabilities to satisfy the requirements of this RFP. Expensive bindings, color displays, and promotional materials are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and clarity of content.

Proposers shall respond to all questions as thoroughly as possible. Responses shall fully describe the Proposer's operational capabilities, the proposed services, and any other pertinent information. Any omission or deviation can be cause for the rejection of the entire proposal. Additional supporting documentation must reference the section and paragraph of the question(s) for which the answer is being provided. Provide a separate attachment wherever indicated in the proposal submittals. All attachments shall be organized chronologically, labeled clearly and submitted in a fastened format.

No oral, fax, or telephone proposals will be accepted. All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement or clarify a proposal shall be the sole responsibility of the Proposer. This includes charges for delivery, insurance, license fees, permits, preparation costs, and any other costs.

All proposals submitted shall be valid for a minimum period of ninety (90) days after the date of the proposal opening.

**B. REQUIRED OPERATING RESPONSIBILITIES**

The following are selected areas of operating responsibilities which will be required of the successful Proposer. Any award of contract resulting in a contract between DPRC and a Proposer will be "exclusive" for golf dome construction and operation services in Currie Park only. DPRC reserves the right to award a contract with one or more additional partners to provide other services or items in other areas of the specified Park(s).

**1. Cleanliness**

Proposer shall, at its own expense, keep the premises and the surrounding area, at least one hundred (100) feet beyond the footprint, clean and sanitary at all times and free of trash and litter. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and the Proposer shall prevent any such matter or material from being or accumulating upon said premises.

Proposer shall be responsible for collecting and disposing of all trash, litter, and garbage associated with its operation into its own trash and recycling dumpsters, and Proposer shall supply its own trash bags. Proposer shall place dumpsters in the northwest exterior corner of the Golf Dome at a precise location to be mutually agreed upon between the Proposer and the County. Proposer shall further install a 20' x 20' cement pad on which to place dumpsters. Cement must be 6" deep with a wire mesh install, and dumpsters must be surrounded by a 6' tall wooden privacy

fence.

**2. Snow and Ice Removal**

Proposer shall pay County Fifty-Five Dollars (\$55) per unit hour for snow and ice cleaning and salting of the walkway from the Golf Dome to the parking lot and the service road from the parking lot to the Golf Dome. Invoices shall be sent per snow event and paid within thirty (30) days of invoice.

**3. Utilities**

The Proposer shall be responsible for all Utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for water, sewer, gas, electricity, heat, air conditioning, telephone, and internet, and other Utility charges to the premises, and shall be paid by Proposer regardless of whether such Utility services are furnished by the County or other Utility service providers.

**4. Restrooms**

The Proposer shall provide restroom facilities for its customers. The Clubhouse restroom facilities shall not be available for Golf Dome customers' use.

**5. Maintenance of Golf Dome and Equipment**

The Proposer shall, at all times and at its own expense, maintain the Golf Dome, grounds inside the Golf Dome, and equipment related thereto. The Proposer shall keep the Golf Dome, grounds and equipment in a clean, sanitary, and orderly condition and appearance and repair to prevent injuries to the public.

**6. Obligations of the Proposer**

- Market the Golf Dome to ensure that the Golf Dome is fully utilized and the maximum amount of revenue is realized;
- Obtain any necessary permits and licensing for the operation of the Golf Dome in the City of Wauwatosa;
- Operate as an independent contractor responsible for all applicable taxes, including sales tax and withholding tax;
- If applicable, by the 30th calendar day of each succeeding month, furnish a detailed monthly statement of receipt (format to be agreed upon) along with the commission payments to DPRC;
- Provide all advertising and signage for the operation of the Golf Dome;
- Allow for inspection by the appropriate DPRC staff at all times;
- Comply with all current DPRC practices, including compliance with current DPRC agreements, such as, if applicable, current contracts requiring the sale of certain non-alcoholic beverages and prohibiting the sale of glass bottles and gum.

**C. CONTRACTUAL PROVISIONS**

The following are selected contractual provisions which will be required. In addition, the Proposer shall comply with any contractual provisions required by Milwaukee County Ordinances.

**1. Term**

The term of the Agreement shall be for twenty (20) years, effective on May 1, 2016.

**2. Insurance**

The Proposer shall acquire and maintain the established insurance and liability limits for the Golf Dome. Such evidence shall include insurance coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Advertising Injury	\$1,000,000
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Wisconsin Workers Compensation or Proof of All States Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability and be afforded a thirty (30)-day notice of cancellation or non-renewal. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

A certificate indicating the above coverages shall be submitted by the Proposer for the County's review and approval for each successive period of coverage for the duration of this Agreement.

Coverages shall be placed with an insurance company approved to do business in the State of Wisconsin and rated "A" per Best's Key Rating Guide. The insurance requirements contained within this Agreement are subject to periodic review and reasonable adjustment by the County Risk Manager consistent with similarly situated properties within the properties owned by the County.

**3. Public Access**

The Proposer understands that the Golf Dome is part of a public park and is to remain open and accessible to the public in a manner that is compatible with the use of the Golf Dome as contemplated by this Agreement.

**4. Taxes**

The Proposer shall pay all taxes of whatever character which may be levied or charged upon the Proposer to use the land, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Agreement.

**5. Termination**

County may terminate this Agreement: (a) if the Proposer fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) if the Proposer ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of the Proposer's assets or the Proposer's interest in this Agreement; (c) in the event that County, upon reasonable prior notice to the Proposer (taking the length of the term of Proposer's Agreement into account), elects to close or otherwise repurpose the premises from its use as a Golf Dome during the term. If County takes the action contemplated by Section (c) above, County shall make reasonable efforts to relocate the Golf Dome to another Milwaukee County Parks location reasonably mutually acceptable to the Proposer and County. If County terminates the Agreement pursuant to Section (c), County will refund any investment Proposer makes in the Golf Dome on an appropriate depreciation scale. County will not refund any investment the Proposer makes in equipment.

**6. Audit**

Pursuant to Milwaukee County ordinance section 56.30(6)(e), the Proposer shall allow the County or any other party the County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the Proposer, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to County. Any subcontracting by the Proposer in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as the Proposer. The Proposer (or any subcontractor) shall maintain and make available to County the aforementioned audit information for no less than three years after the conclusion of this Agreement.

**Section III**  
**SUBMISSION REQUIREMENTS; EVALUATION; AWARD**

**A. SUBMITTED PROPOSALS – Proposal must contain all of the following:**

**1. Cover Letter**

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- a. Key names, including title and position
- b. Complete mailing addresses
- c. Telephone and fax number (including office and cell numbers as appropriate)
- d. E-mail addresses, and any other information needed by County staff to contact Proposer
- e. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions

**2. Proposal Items**

Proposers are to submit complete, detailed responses to all proposal items in **Attachments A through H.**

**3. Important Notices**

Proposers who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. DPRC reserves the right to determine the timeliness of all proposals submitted.

DPRC reserves the right to extend the deadline for submission should such action be in the best interest of the County. In the event the deadline is extended, Proposers will have the right to revise their proposal. Proposals may be withdrawn by written request, signed by an authorized representative of the company, and submitted to DPRC prior to the scheduled closing time for receipt of proposals.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful Proposer may become contractual obligation if an agreement is awarded. Failure of the successful Proposer to accept these obligations may result in cancellation of the award. DPRC reserves the right to either reject any or all proposals if it deems such to be in the best interest of the County and the general public or to withdraw this RFP at any time without prior notice for any reason without making an award if it deems such to be in the best interest of the County and the general public.

All proposals submitted in response to this RFP become the property of the County.

**B. EVALUATION AND AWARD**

DPRC reserves the right to request additional information to clarify a submitted proposal. Responsive proposals will be scored in each of the criteria below and ranked according to scores. Furthermore, the County reserves the right to conduct such investigations as it



considers appropriate with respect to the qualifications of each Proposer and any information contained in its proposal.

**1. Organization of Proposal**

To expedite the evaluation of proposals, each Proposer **MUST** organize its proposal as described below. Proposals which do not follow the specified format outlined below may be deemed unresponsive and disqualified from the selection process. In addition, failure on the part of the Proposer to provide the required documentation may be cause for rejection of the proposal.

- a. Business Information and Proposer Questionnaire (Attachment A)
- b. Financial Offer (Attachment B)
- c. Exceptions (Attachment C)
- d. Proposal for Constructed Golf Dome (Attachment D)
- e. Fees and Suggested Products for Sale (Attachment E)
- f. Marketing Plan (Attachment F)
- g. DBE Materials (Attachment G)
- h. Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision (Attachment H)

**2. Evaluation Criteria**

All properly completed proposals will be reviewed by a selection committee who shall make a recommendation to the Director of Milwaukee County Parks, Recreation and Culture for award of contract(s).

In seeking the best and highest quality of services, the following criteria shall be considered in the proposal evaluations. No one criterion or combination of criteria will be controlling in the selection process.

- |    |  |     |
|----|--|-----|
| a. | Percentage of revenue or otherwise to the County   | 30% |
| b. | Qualifications and experience of the Proposer in operating Golf dome recreational facilities                 | 20% |
| c. | Qualifications and experience of the Proposer in design and development of golf dome recreational facilities | 15% |
| d. | Quality of services/products and reasonableness of pricing   | 15% |
| e. | Marketing plan for attracting new business   | 10% |
| f. | Environmental stewardship  | 5%  |
| g. | Community outreach   | 5%  |

**3. Personal Interview/Presentation**

After the proposals are received by DPRC, selected Proposers may be asked to meet with the selection committee for a presentation and personal interview. Each such Proposer shall be expected to discuss a business plan, among other relevant topics.

The County reserves the right to waive any or all irregularities in the RFP process; to reject any or all proposals if it deems such to be in the best interest of the County and the general public; to cancel this RFP at any time for any reason without making an award if it deems such to be in the best interest of the County and the general public; to request that certain proposers submit to a "Best and Final Offer" process,

consistent with Milwaukee County Ordinances; or to make an award for a longer or shorter period than as indicated above.

**C. CONFLICT OF INTEREST**

The proposer certifies that to the best of its knowledge no employee of the County, nor any member thereof, nor any public agency or official affected by any agreement that results from this RFP, has any pecuniary interest in the business of the Proposer, and that no person associated with the Proposer has any interest that would conflict in any manner with the performance of the Agreement.

County Ordinance 9.05 (2) (1) applies:

"No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section."

**D. REGULATIONS**

The proposed services shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including Milwaukee County or any other local municipality in which the service is located.

The Proposer shall fully comply with all applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. No contract shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default to the County upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the County.

**E. CONFIDENTIALITY**

All proposals and other information submitted pursuant to this RFP are subject to the Wisconsin Open Records Law, Wis. Stat. § 19.31 et seq. Proposals and other information cannot be kept confidential unless they are subject to an exception under the Open Records Law.

**F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The award of this RFP is conditioned upon the Proposer's good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of 10% for construction projects, and the Proposer must document those efforts. The Proposal must state how the Proposer will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this may result in a determination of non-responsiveness, and rejection of your Proposal may occur. During the term of the Agreement, the successful Proposer will use the County's online reporting system to document DBE participation. The

Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached to this RFP as Attachment G.

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

- <https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

**G. MINIMUM WAGE**

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part of full time work for the county a minimum wage rate. This rate is currently established at \$11.47/hour.

As a matter of responsiveness to this RFP, all proposers must complete "Attachment H – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision".

It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

- <http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf>
- [https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI\\_CH111MIWA.html](https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html)

## ATTACHMENT A

### BUSINESS INFORMATION AND PROPOSER QUESTIONNAIRE

1. What is the full legal name of your company?
2. What is the organizational structure of the company?
  - ☐ Corporation
  - ☐ Partnership
  - ☐ Joint Venture
  - ☐ Sole Proprietorship
  - i. If a corporation, list the state of incorporation and the names of all persons or entities owning twenty-five percent (25%) or more of the proposer's voting stock.
  - ii. If a partnership, list all partners.
  - iii. If a joint venture, list the percentage of ownership and management for each party.
  - iv. If a sole proprietorship, list all business names under which such individual has done business during the last five years.
3. What is the business address and telephone number of the company?
4. List the primary contact person for this contract including phone number and email address.
5. List experience in design and development of recreational golf facilities, highlighting any experience in design and development of golf domes.
6. List experience in operation of recreational golf facilities, highlighting any experience in operation of golf domes.
7. List a minimum of three references familiar with your abilities. Provide contact names, titles, and phone numbers.
8. Highlight any ways in which your company engages in environmental stewardship or plans to engage in such stewardship through the construction and/or operation of the Golf Dome.
9. Highlight any ways in which your company engages in community outreach or plans to engage in such outreach through the construction and/or operation of the Golf Dome.
10. Have charges of unfair or deceptive or anti-competitive business practices, or of fraud, criminal conduct, or civil or criminal antitrust violation, ever been brought against your company, any parent or subsidiary company, any partner or principal owner of your company, or any director

of or officer employed by such company?

- ☐ Yes  
☐ No

If yes, provide a description of all such judgments as a separate attachment.

11. Has Proposer or any parent or subsidiary company ever had any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee, or liquidator of all or substantially all of such company's assets or the assets of any partner or principal owner of such company?

- ☐ Yes  
☐ No

If yes, provide a description of all such judgments as a separate attachment.

## **ATTACHMENT B**

### **FINANCIAL OFFER**

Describe the financial arrangement you propose with the County\*:

\* If the Proposer sells food and beverages and the Golf Dome, the Proposer shall annually pay the County a minimum of 15% of gross food and beverage sales or \$5000 for food and beverage sales, whichever is greater.

## ATTACHMENT C

### EXCEPTIONS

If you take exception or require clarification on any points of the RFP before signing an agreement with the County, please list items on a separate sheet. With each exception, please state your proposed wording. All are subject to the discretion and approval of the County. Therefore, should you and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject your proposal from any further consideration.

1. If no exceptions are listed, you agree to all terms and conditions contained in this entire document, including all appendices and drawings.

If exceptions are listed, the undersigned agrees to all terms and conditions contained in this entire document, with those noted exceptions.

2. Exceptions attached? ☐ Yes  
☐ No

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Proposer

## **ATTACHMENT D**

### **PROPOSAL FOR GOLF DOME CONSTRUCTION**

Describe the type of golf dome you intend to construct at the premises. Include in your proposal any description of restrooms and other amenities included in the golf dome.



## **ATTACHMENT E**

### **FEES AND SUGGESTED PRODUCTS FOR SALE**

List below the range rates you intend to charge at the Golf Dome as well as the products you envision selling at the Golf Dome, including suggested rates and retail prices.

## **ATTACHMENT F**

### **MARKETING PLAN**

Outline how you intend to market the Golf Dome and the Milwaukee County Parks experience.

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Please note that the DPRC logo must be included in all promotional literature. The DPRC Marketing Manager will work cooperatively with the successful Proposer in seeking out marketing and cross-marketing opportunities.

## ATTACHMENT G

### DBE MATERIALS

*Attached.*



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_ DBE Goal: \_\_\_\_\_

Name & Address of DBE <sup>(*)</sup>	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

(\* Separate commitment form must be completed for each DBE firm)

### **Bidder/Proposer Commitment (To be completed by firm committing work to DBE)**

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
State of \_\_\_\_\_. My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

[SEAL]

\* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* will be credited on this contract

### **DBE Affirmation (To be completed by DBE Owner/Authorized Representative)**

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

\_\_\_\_\_  
Signature of Authorized DBE Representative

\_\_\_\_\_  
Name & Title of Authorized DBE Representative

\_\_\_\_\_  
Date

### **FOR CBDP USE ONLY**

Commitment number \_\_\_\_ of \_\_\_\_ Project Total: (A) \_\_\_\_\_ (V) \$ \_\_\_\_\_ Total % \_\_\_\_\_

Verified with: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS

# MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

### ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at either of the following links, and can be searched by Name and/or NAICS code.

<http://roadwaystandards.dot.wi.gov/hcci/>

or

<https://mke.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=mke&XID=6238>

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if awarded the contract by the County. VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact us at **414.278.4747** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)



FIRM:

Project No:

**SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET**

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

**PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE**

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(\*) Check if this firm's quote has been used in your bid/proposal.

(\*\*) Annual Gross Receipts:

A: Less than \$250,000

D: \$1 million to \$5 million

B: \$250,000 to \$500,000

E: \$5 million to \$15 million

C: \$500,000 to 1 million

F: More than \$15 million

**Note:** Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## CERTIFICATE OF GOOD FAITH EFFORTS

This document should detail what your firm has done to meet this project's participation goal. Guidance as to what 'good faith efforts' are and are not is found on pages 5 & 6 of this document.

Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal.

I, \_\_\_\_\_, do hereby acknowledge that I am the  
\_\_\_\_\_ of \_\_\_\_\_, who has been identified as a  
bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary of why your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)


I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

### **A. Identifying Contractible Work Items**

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the project work was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?


**B. Notifying Certified Firms of Contracting Opportunities**

2. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call/or Email

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

4. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide person's name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_ Other \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_



**C. Providing Certified Firms with Assistance**

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.


7. Describe any other efforts to provide special assistance to certified firms interested in participating in the project.


**D. Soliciting Proposal/Quotes from Interested Certified Firms**

You must solicit quotes in good faith from certified firms. Quotes, proposals and/or bids, from certified firms shall not be rejected without sound justification.

8. List certified firm(s) that submitted quote(s) for the project, and include copies of all quotes received. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted / Explanation for Rejecting Quote

9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)


**NOTE:** The information requested above is the minimum information required.

### **AFFIDAVIT OF CERTIFICATION**

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_

Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

# GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. You can meet this requirement in one of two ways. First, you can meet or exceed the goal with commitments for participation of certified firms. Second, even if you don't meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal.

The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required.

The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.
2. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.
3. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.
4. Negotiate in good faith with certified firms.
  - a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.
  - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding certified firms is not sufficient reason for your failure to meet the participation goal.** Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.
5. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.

6. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

In determining whether you have made good faith efforts, the County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when you fail to meet the contract goal, but others meet it, the County may raise the question of whether, with additional reasonable efforts, you could have met the goal. If you fail to meet the goal, but you meet or exceed the average participation obtained by other bidder/proposers, the County may view this, in conjunction with other factors, as evidence of you having made good faith efforts.

## ATTACHMENT H

### DECLARATION OF COMMITMENT TO COMPLIANCE WITH MILWAUKEE COUNTY'S MINIMUM WAGE PROVISION

*Attached.*

**Declaration of Commitment to Compliance with  
Milwaukee County's Minimum Wage Provision**

Bid/RFP #: \_\_\_\_\_

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
June 1, 2014	\$11.47

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

**In order to be considered responsive to the Bid/RFP, you must submit this form.**

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

☐ I believe that I am exempt from Chapter 111 for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on \_\_\_\_\_ (date).

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_